

Guttenberg

AFSCME #1127 (Mixed)

7/1/2001 6/30/2008

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF GUTTENBERG

And

LOCAL 1127,

AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL EMPLOYEES,

AFL - CIO

JULY 1, 2001

JUNE 30, 2002

## TABLE OF CONTENTS

| Article |                                |    |
|---------|--------------------------------|----|
| I       | Preamble                       | 1  |
| II      | Recognition                    | 1  |
| III     | Payroll Deductions             | 1  |
| IV      | Grievance Procedure            | 2  |
| V       | Discipline & Discharge         | 3  |
| VI      | Personnel Files and Evaluation | 4  |
| VII     | Hours of Work                  | 4  |
| VIII    | Overtime                       | 5  |
| IX      | Holidays                       | 6  |
| X       | Vacations                      | 6  |
| XI      | Sick Leaves & Personal Leaves  | 8  |
| XII     | Leave of Absence               | 9  |
| XIII    | Seniority & Posting            | 10 |
| XIV     | General Provisions             | 11 |
| XV      | Insurance                      | 12 |
| XVI     | Health & Safety                | 13 |
| XVII    | Reductions                     | 13 |
| XVIII   | Wages                          | 14 |
| XIX     | Miscellaneous & Signatures     | 15 |
|         | Appendix A                     | 16 |
|         | Schedule A                     | 18 |

## ARTICLE I

### PREAMBLE

This agreement entered into by the City of Guttenberg, hereinafter referred to as the City, and Local 1127 affiliated with the American Federation of State, County and Municipal Employees, Council 61, AFL-CIO, hereinafter referred to as the Union, has as its purpose, the promotion of harmonious relations between the Employer and the Union; the establishment of a grievance procedure and other matters as herein set forth.

## ARTICLE II

### RECOGNITION

2.1. - The City recognizes AFSCME as the sole and exclusive bargaining agent for the Employees.

When used in this agreement, the following terms shall mean:

1. Employer - The term "Employer", as used in this agreement, shall mean the City of Guttenberg, Iowa a municipal corporation, or its duly authorized representatives.
2. Employee - The term "Employee", is used in this agreement, shall mean the included positions as, recognized by the Public Employment Relations Board's Unit most recent certification on file.
3. City - The term "City", as used in this agreement, shall mean the City of Guttenberg, Iowa, a municipal corporation.
4. Union - The term "Union", as used in this agreement, shall mean Local 1127 affiliated with the American Federation of State, County and Municipal Employees, Council 61, AFL-CIO.
5. Probationary Period - The term "Probationary Period" shall be the period commencing with an Employee's employment date and ending six months (180 days) thereafter. Upon completion of thirty (30) days a Full-time Employee shall be eligible for Health Insurance coverage. Upon completion of forty-five (45) days of the probationary period, the Employee shall be entitled to Holiday pay and Funeral leave. After ninety (90) days the Employee shall be entitled to all rights and privileges granted all other Employees and his or her term of employment will start as of his or her employment date. Sick leave and vacation will accrue from the date of employment.

## ARTICLE III

### PAYROLL DEDUCTIONS

3.1 - Check Off.

The City agrees that upon receipt of an individual written authorization from the Employee, the City shall deduct from the Employee's pay every two weeks those dues (established by the Union) and required as the Employee's membership dues in the Union. In addition, the City agrees to payroll deductions from Employee's paychecks for Union insurance, a credit union deposit or payment.

### 3.2 - Transmission of Dues.

The City shall transmit to the Treasurer of the Local Union the total deduction of all membership dues so authorized within fifteen (15) days following the second pay period of each month. The Employer shall also send a complete list of names of Employees for whom the deductions were made. With each subsequent monthly membership dues remittance, the City will then make notations of additions or deletions from said list.

## ARTICLE IV

### GRIEVANCE PROCEDURE

- 4.1 A grievance shall mean that there has been an alleged violation, misinterpretation, or Misapplication of any of the provisions of this agreement. The term "Grievant" shall mean the Employee making a claim on behalf of one or more employees.

An Employee shall be free to adjust individual complaints with the Employer without Union representation. However, at no time will an Employee be denied Union representation if requested by the Grievant.

- 4.2 A. Every Employee covered by this agreement shall have the right to present grievances in accordance with these procedures. However, when two or more Employees covered by this agreement have individual grievances arising from the same occurrence or event, the Union shall have the right to present such grievances together, in accordance with these procedures.

B. The failure of any Employee or the Union to initiate or appeal a grievance to the next level within the prescribed time limits shall act as bar to any further appeal and a Supervisor's failure to give a decision within the time limits shall permit the Grievant to proceed to the next step. All time limits consist of weekdays. The time limits, however, may be extended by mutual agreement

#### 4.3- Procedure.

- A. Step I -- All grievances must be presented to the employer in writing, giving a complete detail of the provision of the contract that was violated, the grievant's version of what happened and what remedy the grievant is seeking. The grievance must be filed with the Employee's immediate Supervisor within ten (10) work days of the date of the alleged contract violation or when a prudent person should have first become aware of a contract violation. The term "Supervisor" shall mean the City Manager for all city employees, however, Police department employees shall present any grievance to the Chief of Police. The Employee's immediate Supervisor shall provide the grievant with a written answer within five (5) weekdays.
- B. Step II -- In the event the grievance shall not have been settled at Step I, the Grievant may file within seven (7) weekdays of the Grievant's receipt of the Supervisor's written decision at Step I, a copy of the grievance with the City Clerk. Within six (6) weekdays after such written grievance is filed, the Grievant with a Union Representative and the Step II Representative of the City shall meet to attempt to resolve the grievance. The term "Step II Representative of the City", in the instance of the Police Department, shall be the Mayor and two (2) members of the City Council, as designated by the City Council. The term "Step II Representative of the City" in all other instances, shall be the Guttenberg City Council. The Step II Representative of the City shall make a decision on the grievance and communicate in writing to the employee and the AFSCME Steward or Local president within five (5) weekdays of such meeting. The Employee shall acknowledge receipt of a copy of the written decision of the Step II Representative of the City on the Grievance Form by the Employee's signature. However, a signature does not necessarily indicate that the Employee has accepted the decision, but rather only that he or she has received it.

- C. Step III -- Arbitration - if the grievance is not resolved at Step II, the Union must within thirty (30) calendar days from receipt of the Step II written reply, submit in writing to the City Manager the Unions request to take the grievance to arbitration.
1. The arbitration hearing shall be conducted by an Arbitrator selected by the Union and the Employer. If the parties fail to select an Arbitrator by mutual agreement, the Federal Mediation and Conciliation Service shall be requested by either party to provide a panel of seven (7) Arbitrators. Both the Union and the Employer shall have the right to strike three (3) names from the panel. The flip of the coin shall determine the first strike. The other party shall then strike one name and the process will be repeated with the remaining person becoming the Arbitrator.
  2. Grievances that are withdrawn by the Union shall not be processed to arbitration by the Employer.
  3. The decision of the Arbitrator shall be final and binding on the parties and the Arbitrator shall be requested to issue his/her written decision within thirty (30) days after the submission of the grievances to him/her.
  4. The Arbitrator's fee and expenses shall be borne equally by the Employer and the Union. Any other cost or expense or arbitration of a grievance shall be borne by the party incurring the same.
  5. The Arbitrator, in his or her option shall not amend, modify, nullify, ignore, or add to the provision of the agreement. His or her authority shall be strictly limited to deciding only the issue or issues presented to him or her in writing by the Employer and the Union and the decision must be based solely upon his or her interpretation of the meaning or application of this Agreement.
  6. Question of arbitrability shall be heard by the Arbitrator. Either party may challenge the appropriateness of the grieved subject being processed throughout the grievance procedure.
- 4.4 The grieved Employee shall be entitled to Union representation at each stage of the grievance procedure, but nothing herein shall interfere with the Employee's right to process grievances without Union representation (except that no Employee shall pursue a grievance to arbitration without the Union's approval and involvement.)

## **ARTICLE V**

### **DISCIPLINE AND DISCHARGE**

- 5.1 The employer shall not discipline or discharge any Employees except for proper cause. If any Employee is disciplined or discharged, written notice shall be given to the Employee with a copy sent to the Union President and the Chief Steward.
- 5.2 Disciplinary action shall include the following:

Written Reprimand  
Suspension  
Discharge
- 5.2 The Employer believes in corrective discipline, however depending on the severity of the contract violation, employees may be discharged immediately without having received a written warning or a suspension. Written reprimands shall be removed from the Employee's personnel file within one year of date of issue.

## ARTICLE VI

### PERSONNEL FILES AND EVALUATION

#### 6.1- Personnel Files.

Every Employee shall have the right to examine his/her personnel file. Every Employee shall have the right to respond in writing to any item in said file. This response shall become part of his/her personnel file.

#### 6.2- Evaluations.

All Employees shall be given a fair performance review just prior to the end of the Employee's probationary period and then annually thereafter during the month prior to employee's anniversary date of employment.

The purpose of the review is to let employees know what is expected of them, how they are performing and how they may improve their performance. The annual appraisal shall consist of a written evaluation and a personal discussion with each employee by the employee's immediate supervisor (City Manager or Police Chief). Each Employee shall be given a copy of the written appraisal. Performance reviews will not be linked to wage plans or used as the sole basis for any disciplinary action, but will be made a permanent part of the Employee's personnel record.

All records of the Employee will be kept confidential except that an Employee shall have the right to give written approval to the Union Representative to have a photocopy of specifically designated material in the file.

## ARTICLE VII

### HOURS OF WORK

#### 7.1 - Hours of Work.

The normal hours of work for all full-time Employees except police department Employees shall consist of up to eight (8) hours per day, except to the extent that they may be interrupted for an unpaid meal period. Starting and ending hours of employment or daily shift schedules shall be determined by the employer and posted.

#### 7.2 - Work Week.

The workweek for payroll purposes shall start at 12:00 AM on Sunday and end at 11:59 PM on Saturday. The workweek shall consist of up to five (5) consecutive days, normally Monday through Friday, except for Employees of the Police Department. The normal workday shall consist of up to eight (8) hours per day, however, the regular workday and the regular work week shall not be construed as a guarantee of any number of hours of work per day or per week which the Employer may schedule.

#### 7.3 - Work Schedules.

Shifts, work days and hours shall be posted on all department bulletin boards at all times as follows:

- A. Clerical employees shall normally start work at 8:00 a.m. and quit at 5:00 p.m. It is understood the City office shall be open between the hours of 8:00 a.m. and 5:00 p.m. Clerical employees, upon mutual agreement, may flex their hours of work provided the City office can remain open between the hours of 8:00 a.m. and 5:00 p.m.

- B. Employees in Streets, Water, Parks, Wastewater, and Flood Control Department as well as Custodians and Electricians shall normally start work at 7:00 a.m. and quit at 4:00 p.m.
- C. The work hours of the Police and Dispatcher Employees shall be assigned by the Chief of Police, as has been the case prior to this Agreement.
- D. The Employer shall provide fourteen (14) days advance notice of changes in permanent work schedules, except in emergencies.

#### 7.4 - Rest Periods.

All Employees' work schedules shall provide for a fifteen- (15) minute rest period during each one-half shift. The rest period shall be taken in the middle of each one-half shift or as near that time as possible. Employees who for any reason continue to work beyond their regular quitting time into the next shift shall be granted the regular rest periods that occur during the shift.

#### 7.5 - Meal Period.

Every reasonable effort will be made to grant Employees an uninterrupted unpaid lunch period of no less than one-half (1/2) hours, nor more than one hour during each work shift. Meal periods are subject to the Employer's right to assign duties of such a nature that requires immediate attention.

#### 7.6 - Call Out.

Employees called to work hours not previously scheduled shall be compensated for a minimum of two (2) hours at the applicable rate.

### ARTICLE VIII

#### OVERTIME

##### 8.1 - Rate of Pay.

Time and one-half of the Employee's regularly hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any one (1) week period for all Employees except Police. Police shall earn overtime for all work in excess of eighty (80) hours in a two-week pay period.

##### 8.2 - Distribution.

The City shall reasonably attempt to distribute overtime within a department equitably among the Employees. Nothing contained herein shall be interpreted to require the City to give overtime to any Employee who is not qualified to perform the particular task subject of the overtime hours.

##### 8.3 - Compensatory Time Off.

An employee may elect to use compensatory time off, in lieu of overtime payment, to be taken at a later date, which will be computed at one and one-half (1 1/2) times the time actually worked overtime. Compensatory time off shall be taken and used only at the direction of the or at the convenience of the Employer and with the prior approval of the employee's immediate supervisor. Compensatory time shall be allowed to accumulate to a maximum of forty (40) hours. All compensatory time must be used up by the employee prior to the next raise or higher rate of pay or by June 30th of each year. Any additional compensatory time may not be carried over from payroll period to payroll period and will result in payment to the employee at the employee's current base rate of pay.



#### 8.4 - Computation.

All paid time shall be counted as hours of work for the purpose of computing overtime except that the pyramiding of hours will not be permitted.

### ARTICLE IX

#### HOLIDAYS

##### 9.1 - Holidays Recognized and Observed.

- A. Full-time Employees of the City shall be granted ten (10) full day holidays and two (2) half (1/2) day holidays, and part-time Employees shall have the following holidays prorated:

|                       |                              |
|-----------------------|------------------------------|
| New Year's Day        | Thanksgiving Day             |
| Good Friday (1/2 day) | Day after Thanksgiving       |
| Memorial Day          | Christmas Eve Day            |
| Independence Day      | Christmas Day                |
| Labor Day             | New Year's Eve Day (1/2 day) |
| Veteran's Day         | One (1) Floating Holiday     |

- B. Employees shall receive one (1) day or one-half (1/2) day's pay, whichever is appropriate, for each of the holidays listed above on which they perform no work.
- C. Whenever any of the holidays listed above falls on an Employee's day off, the Employee may take another day off, or pay in lieu thereof at the Employee's option.
- D. For all Employees except Police and Dispatchers, Monday will be the recognized holiday for those holidays falling on Sunday. Friday will be the recognized holiday for those holidays falling on a Saturday. For Police and Dispatchers the holiday shall be deemed to fall on the day on which it occurs.

##### 9.2 - Eligibility Requirements.

New Employees shall be eligible to receive holiday pay upon completion of their probationary period. All Employees in order to be eligible to receive holiday pay must work their last scheduled workday before the holiday and their first scheduled workday after the holiday.

##### 9.3 - Holiday Work

If an Employee works on any of the holidays listed above, the employee shall be paid one and one-half (1 1/2) times for all hours worked, or compensatory time off at the rate of one and one-half (1 1/2) hours for each hour worked, at employee's option, in addition to the employee's regular holiday pay.

### ARTICLE X

#### VACATIONS

##### 10.1 - Eligibility Allowance

All Employees shall be entitled to a paid vacation in accordance with the following schedule:

| <u>Length of Service</u> | <u>Vacation Allowance</u> |
|--------------------------|---------------------------|
| After 1 year             | 1 week                    |
| After 2 years            | 2 weeks                   |
| After 3 years            | 2 weeks, 1 day            |
| After 4 years            | 2 weeks, 2 days           |
| After 5 years            | 2 weeks, 3 days           |
| After 6 years            | 2 weeks, 4 days           |
| After 7 years            | 3 weeks                   |
| After 8 years            | 3 weeks, 1 day            |
| After 9 years            | 3 weeks, 2 days           |
| After 10 years           | 3 weeks, 3 days           |
| After 11 years           | 3 weeks, 4 days           |
| After 12 years           | 4 weeks                   |

Employment anniversary dates shall be used in determining years of employment.

#### 10.2 - Vacation Pay

The rate of vacation pay shall be the Employee's regular straight time rate of pay in effect for the Employee's regular job on the payday immediately preceding the Employee's vacation pay period.

- A. At the Employee's option he/she shall receive his/her vacation pay prior to the start of his/her vacation period provided at least two weeks prior notice has been given.
- B. Time paid for vacation leave shall reflect the number of hours in an Employee's regularly scheduled workweek.

#### 10.3 - Allocation of Vacation Period

The vacation time shall be requested in writing on the form provided by the City and must be approved by the appropriate department head and City Manager. The operational efficiency of the City shall be the primary concern in scheduling vacation. Vacation time should be used within the anniversary year after it is accumulated and shall be effective on the anniversary date of the Employee. However, when under extenuating circumstances, any Employee is unable to take his/her vacation, within the designated year, the Employee may carry one week over into the following year. The Employee shall give notice in writing to the City.

#### 10.4 - Choice of Vacation Period

If the nature of the work makes it necessary to limit the number of Employees on vacation at the same time, the Employee with the greater seniority shall be given his/her choice of vacation period in the event of any conflict over vacation periods, unless, if for some reason, an Employee's expertise is required during the requested vacation period.

#### 10.5 - Holiday during Vacation Period

Whenever a Holiday falls during an Employee's scheduled vacation time, the Employee shall extend his/her vacation period by the number of holidays within the vacation period, or an Employee may reschedule his/her vacation time equal to the number of holidays falling within the vacation period. In no case shall holiday hours be counted as vacation time.

#### 10.6 - Vacation Rights in Case of Layoff or Separation

Any Employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking his/her vacation, shall be compensated either in cash or additional vacation for the unused vacation he/she has accumulated at the time of separation. Employees who have not completed the full anniversary year in which they are currently in shall receive vacation benefits prorated for the amount of time they have completed in the year.

#### 10.7 - Deceased Employees

Accrued vacation benefits for deceased employees shall be paid to the Employee's estate.

### ARTICLE XI

#### SICK LEAVES AND PERSONAL LEAVES

##### 11.1 - Sick Leave

Sick leave shall apply to a period in which the Employee is absent from work because of illness, quarantine or injuries. It shall include absence for medical checkups and examinations. If an Employee is absent for more than three (3) days due to sick leave, a doctor's signature may be required by the City for verification purposes.

##### 11.2 - Maternity Leave

Pregnant Employees shall be allowed a maternity leave as follows: An Employee taking maternity leave shall be entitled to use her accumulated sick leave. An Employee who has exhausted her sick leave shall be entitled to use her vacation leave.

An Employee who has exhausted her vacation and sick leave shall be entitled to leave of absence without pay. All Employees requiring such leave shall notify the department head three (3) months prior to the anticipated date of birth, if possible, and must be assigned to duty as long as health permits. The length of time an Employee can be off on maternity leave shall be determined by a medical doctor. The Employee requesting the maternity leave shall present a doctor's statement verifying when the Employee's condition requires her to leave work and she will present a doctor's statement following birth, miscarriage or other pregnancy related disabilities as to when the Employee is able to return to work.

##### 11.3 - Personal Leave

A maximum of five (5) days per year may be taken off for reasons other than sickness. These days shall be counted against the Employee's sick leave accumulation and can be taken off only with the approval of the Employee's immediate supervisor. Approval for these days off shall be automatic unless work schedules are such that the Employee is needed on the job. These days should, therefore, be planned in advance to avoid conflicts with the scheduling of work.

##### 11.4 - Allowances

Employees shall be eligible for sick leave from the date of hire with the Employer, however Probationary employees are not eligible to use accrued sick time until the end of the Probationary period. Employees shall accrue sick leave at the rate of one (1) day per month to total twelve (12) days per year, with a maximum accumulation of ninety (90) working days.

##### 11.5 - Accumulation

Any Employee who has accumulated ninety (90) days of sick leave may elect to have any portion of sick leave (above the maximum of ninety (90) days) converted to vacation leave at the rate of two (2) days of sick leave for one (1) day vacation. This would mean that for each two (2) sick days over the maximum, the Employee could exchange them for one (1) vacation day to be used in the following year. Since the maximum number of personal sick days that could be accumulated in a year is twelve (12), any Employee that had ninety (90) days of sick or personal time built up could exchange those twelve (12) new days in the year if that individual did not use any for a total of six vacation days to be used within the following year.

#### 11.6 - Unused Sick Leave

- A. A lump sum shall be paid to an Employee equal to fifty percent (50%) of the cash value of the accumulated sick leave when he/she quits in good standing or retires. In the event of death of the Employee, payment shall be made to the estate of the Employee.
- B. The amount of payment for all unused sick leave is to be calculated at the Employee's rate of pay in effect on the pay day immediately preceding the Employee's separation.

#### 11.7 - Vacation Sick Leave

Should an Employee become ill or disabled while on vacation, vacation leave shall be changed to sick leave, effective on the date of the illness or disability, upon notice to the Employee's Supervisor and substantiated by a doctor's note. The Employer may require a doctor's slip as verification.

#### 11.8 - On-The-Job Injuries

An Employee with a disability caused by an "on-the-job" injury who is eligible for Worker's Compensation checks will be handled as per the Code of Iowa:

#### 11.9 Election Leave

Employees shall be granted unpaid leave for the purpose of running for elected office as per the Code of Iowa.

### ARTICLE XII

#### LEAVE OF ABSENCE

##### 12.1 - Eligibility Requirements

Employee shall be eligible for leaves of absence after the completion of their probation periods.

##### 12.2 - Funeral Leave

Bargaining Unit Employees will be granted at the request of the Employee up to three (3) days paid leave of absence for a death in his/her immediate family. Immediate family will constitute:

Spouse, Daughter, Son, Mother, Father, Sister,  
Brother, Mother-in-law, Father-in-law,  
Daughter-in-law, Son-in-law, Sister-in-law, Brother-in-law,  
Grandmother, Grandfather, Grandchildren, Stepmother, Stepfather.

Effective July 1, 1992, Stepdaughter and Stepson will be included in immediate family.

##### 12.3 - Leave for Union Business

A Union member may request a one-day to one-year unpaid leave of absence at the Employer's discretion to conduct Union business or participate in Union functions.

##### 12.4 - Jury Duty

Any regular Employee, who is selected for jury duty or is called as a witness, shall receive paid leave of absence for active time spent on such duty. The City shall pay the normal wage or salary of the Employee for each day that the County or Court pay him/her. However, the Employee must turn over to the City any per diem that he/she receives from the County or State for such service.

#### 12.5 - Reasonable Purpose

An unpaid leave of absence for a limited time, not to exceed ninety (90) days, may be granted by the Employer. The Employer shall have the sole discretion to grant an unpaid leave of absence. Such leave may be extended or renewed for any reasonable period. All leaves of absence requests must be made in writing stating the reason for the leave, how long the leave is requested for, and when the leave is to start. All unpaid leaves of absence shall not cancel employee's benefits including insurance, health insurance, and continuous service with regard to seniority for the first thirty (30) days thereof. After said thirty (30) day period, the employer may by prior notification to the employee, require the employee to pay the insurance premiums for all insurance, health and life during any extended unpaid leave after the first thirty (30) days. The employee is to pay such premiums through the employer's payroll office.

### ARTICLE XIII

#### SENIORITY & POSTING

##### 13.1 - Definition

Seniority means an Employee's length of continuous service with the Employer since his/her last date of hire.

##### 13.2 - Probation Period

New Employees shall be added to the seniority list upon completion of their probationary period.

##### 13.3 - Seniority Lists

The Employer shall post on departmental bulletin boards a seniority list showing the continuous service of each Employee. A new posting is to be accomplished whenever a change in seniority occurs, and a copy of each posting shall be furnished to the Local Union, when posted.

##### 13.4 - Breaks in Continuous Service

An Employee's continuous service record shall be broken by voluntary resignation, discharge for proper cause, retirement, an absence for ten (10) days from work without cause. There shall be no deduction from continuous service for any time, which does not constitute a break in continuous service. An Employer - granted unpaid leave of absence shall not constitute a break in service, but such time shall be deleted from the employee's overall period of seniority. Acceptance of employment with another employer by an Employee on unpaid leave shall constitute a break in service.

##### 13.5 - Posting

Employees of the City of Guttenberg shall have the first opportunity to apply for vacancies in any bargaining unit classification.

- A. All vacancies in any bargaining unit classification shall be posted on the bulletin boards for a period of five (5) working days with a copy of such notice given to the Union's designated representative. The notice shall include the following information: The job classification, the usual location (where applicable) of such job in the City and the rate of pay. (Some job classifications may require work at more than one location from time to time at the discretion of the Employer.)
- B. All Employees, including Employees absent for any reason, may apply for such vacancy by signing an application form provided by the Employer.
- C. The City shall not publicly advertise and solicit job applications for such vacancy until the notice contemplated at Section A has been posted for at least five (5) working days.

D. In the event an existing City Employee is selected to fill a vacant position, the Employee must satisfactorily be able to perform the job. If after a thirty (30) day trial period the Employee wishes to return to his/her former position they shall have the right to do so. If after the trial period, the Employer determines that the Employee does not perform the job as expected the Employee shall return to their former position. Employees successfully moving in to a new position may be required to remain in that position for at least three (3) months before seeking any other open position.

#### 13.6 - Retention of Seniority

Any Employee who is promoted or transferred out of the unit shall retain his/her seniority and he/she shall continue to accumulate seniority while in the employ of the City, but out of the bargaining unit. In the event he/she wishes to return to the bargaining unit, he/she would return with all previous years of seniority earned while in the bargaining unit plus the accumulated years of seniority earned while out of the bargaining unit but in the employ of the City.

#### 13.7 Seasonal Employees

The parties recognize that the use of seasonal employees by the City is necessary. Seasonal employees who work in excess of six (6) months shall no longer be considered temporary employees whose seniority shall for all purposes, including the probationary period, date back to the most recent hire date. The parties may mutually agree to extend the six (6) month period. This section does not apply to reserve police officers.

### ARTICLE XIV

#### GENERAL PROVISIONS

##### 14.1 - Work Rules

Any changes in Management instituted work rules shall be posted ten (10) days before implementation.

##### 14.2 - Equipment

All tools and other equipment required by the Employer shall be furnished by the Employer.

##### 14.3 - Union Notices

The Employer agrees to allow the Union to post notices in convenient places. The Union shall limit its posting notices and bulletins to such areas.

##### 14.4 - Uniforms and Protective Clothing

The Employer shall provide the Police Officers with uniform clothing contained in Appendix "A". The Employer shall replace such uniforms and protective clothing items as they wear out and are turned in for replacement. All clothing and equipment worn by Police Officers shall be approved by, and conform to the standards set by the Police Chief and the City of Guttenberg Police Department.

##### 14.5 - Clothing Allowance

The City shall continue to provide all City Employees other than Police, Dispatchers, and Clerical, with a one hundred fifty dollar (\$150.00) clothing allowance per year.

#### 14.6 - Pay Day

The City shall pay for Employee's services every other Friday before 5:00 P.M. for all hours worked (overtime and straight time) for that pay period. When verification of time worked is required and the Supervisor is unavailable to sign a time sheet by the Monday following, the Employee shall secure verification by the Supervisor by the Monday following the next pay period, and failing to do so shall be docked for such unverified time. In no case shall the Employer not pay an Employee for hours worked nor shall it delay payment to an Employee for hours worked. If pay day falls on a holiday, payment shall be made on the preceding regular workday.

#### 14.7 - On-Call Pay

An employee required to be on call shall be compensated at the rate of \$1.00 per hour during such on-call period. "On call" includes any requirement the employee be available for employment within a reasonable time after notification by the City."

#### 14.8 - Educational Workshops

Educational workshops required by the City for State of Iowa certification shall be paid for by the Employer. Transportation, where available, to the workshops shall be provided by the Employer. When an Employee uses his/her personal vehicle for the purpose of going to such a workshop, he/she shall be reimbursed at the rate of twenty-one cents (\$~~.21~~) per mile. The Employer shall reimburse the Employee for the cost of meals during which the Employee is away from home during any mealtime.

#### 14.9 - Use of Personal Vehicles

Any Employee required to use his/her personal vehicle to fulfill the requirement of employment with the City for other than going to and from their place of work shall receive a mileage allowance at the rate of twenty-nine (\$.29) per mile.

#### 14.10 - Council Meetings

Any Employee who is required to be present at a City Council Meeting shall receive compensation for the time spent at the City Council Meeting at that Employee's regular hourly rate. Such hours shall also be considered regular hours for purposes of determining the particular City Employee's eligibility for overtime compensation for that pays period.

### ARTICLE XV

#### INSURANCE

##### 15.1 - Health Insurance

The City will pay the monthly single health insurance plan premium. The employees shall be responsible to pay 10% of the difference in the monthly cost between the single and family health insurance premiums. Employees who waive health insurance coverage shall receive the monthly amount of the single health insurance premium in pay.

##### 15.2 - Life Insurance

The City shall pay the total premium of a \$25,000 Group Term Life Insurance policy for each Employee.

##### 15.3 - Dental Insurance

The City will make dental insurance available to all employees through the dental plan chosen by a majority of the employees. The City will pay no portion of the dental premium.

#### 15.4 - Insurance Companies

The Employer retains the right to select and change the insurance carrier, providing that the benefits remain substantially the same.

### ARTICLE XVI

#### HEALTH & SAFETY

##### 16.1 - Protective Equipment

The Employer agrees to make reasonable provisions for the health and safety of the Employees. Authorized protective equipment and other devices necessary to properly protect Employees from injuries on the job shall be designated, and where necessary, be provided by the Employer. The use of safety equipment and devices shall be mandatory.

##### 16.2 - Reasonable Care

It is to be recognized by Employees that they are expected to exercise reasonable judgment in the operation and care of all equipment including, but not limited to, safety equipment, tools and vehicles used by the Employees in the performance of their jobs.

##### 16.3 - Defective Equipment

Employees shall not be required to operate any equipment or vehicles that have been determined to be unsafe or defective by the Employer's mechanic.

##### 16.4 - Insurability

Employees must remain insurable by the Employer's liability insurance carrier.

### ARTICLE XVII

#### REDUCTIONS

##### 17.1 - Reduction in Force Layoffs

The City Manager may lay off any Employee in the municipal service whenever such action is made necessary by reason of shortage of work or funds, the abolition of a position or a change in the organization. However, no layoff shall be made without the approval of the City Council.

- A. Two weeks before the effective date of any layoff, the affected Employee shall be given written notice inclusive of the reasons therefore.
- B. Any Employee who has been given notice of layoff, who qualifies for the position of the less Senior Employee may bump into the position of the less senior Employee. Provided further, the decision of the City Manager will not be exercised in an arbitrary or capricious manner.
- C. Recall in Event of Layoff - Employees laid off will be recalled in inverse order of layoff, to fill any open or new position he/she qualifies for. This period of recall will be for Eighteen (18) months.



## 17.2 - Resignation

An employee desiring to resign from City service may do so by notifying his department head and the City Manager in writing of the reasons therefore and the effective date. To resign in good standing, the Employee shall give notice of the resignation at least two weeks in advance of the effective date. Failure to give at least two weeks notice, except in extenuating circumstances so recognized by the appointing authority, may be cause for denying subsequent employment with the City. - NOTICE - Such resignation may be withdrawn by the Employee at any time prior to the effective date with the approval of the department head.

## ARTICLE XVIII

### WAGES

A. Employees shall be compensated in accordance with Schedule A. Police dispatchers, for purposes of holiday pay, will be paid the number of hours of a regularly scheduled workday.

B. Longevity Pay - Employees shall receive longevity pay at the following rate:

|                |                   |
|----------------|-------------------|
| After 2 years  | \$ 6.00 per month |
| After 4 years  | \$12.00 per month |
| After 6 years  | \$18.00 per month |
| After 8 years  | \$24.00 per month |
| After 10 years | \$30.00 per month |
| After 12 years | \$36.00 per month |
| After 14 years | \$42.00 per month |
| After 16 years | \$48.00 per month |
| After 18 years | \$54.00 per month |
| After 20 years | \$60.00 per month |
| After 22 years | \$66.00 per month |
| After 24 years | \$72.00 per month |
| After 26 years | \$78.00 per month |
| After 28 years | \$84.00 per month |
| After 30 years | \$90.00 per month |

C. Special Qualification Pay - Hourly paid Employees required by the Employer to be certified by the State of Iowa or a member of an employer provided journeyman lineman apprenticeship program shall be paid in addition to their hourly rate; a special qualification pay as follows:

1. Water and Wastewater Operators

- A. Grade 1 - \$.25
- B. Grade 11 - \$.50

2. Herbicide/Pesticide Application - \$.15

3. Journeyman Lineman Program - Four Stage Program (Pay levels are not cumulative)

- A. After stage one completion - \$ .25/hour
- B. After stage two completion - \$ .50/hour
- C. After stage three completion- \$ .75/hour
- D. After stage four completion - \$1.00/hour
- E. Journeyman certificate completed- \$1.50/hour

## ARTICLE XIX

### MISCELLANEOUS AND SIGNATURES

#### 19.1 - Savings Clause

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting. All other provisions and applications shall continue in full force and effect.

#### 19.2 - Notices

Wherever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall be so by letter, postage-prepaid, United States Mail, at the following designated addresses, or at such other addresses as may be designated by a party in written notification to the other party.

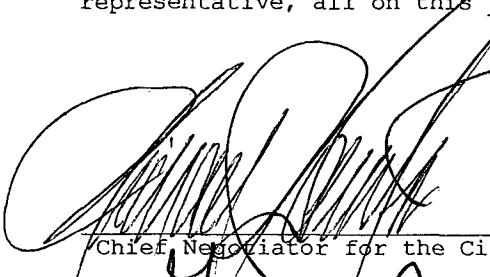
- A. If by the Union, to the City of Guttenberg, in care of the City Manager, Municipal Building, Guttenberg, Iowa 52052.
- B. If by the City, to the Union at AFSCME/Iowa Council 61, 4320 NW 2nd Avenue, Des Moines, Iowa 50313, or the appropriate Local Union Official.

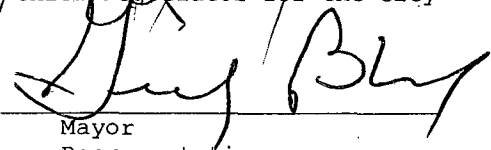
#### 19.3 - Duration of Agreement

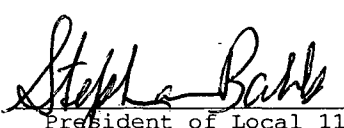
This Agreement shall be effective as of July 1, 2001, and shall continue in effect until June 30, 2002. The Union shall notify the City by September 15th, 2001, of its intent to reopen the contract for a successor agreement as described in Chapter 20 of the Code of Iowa.

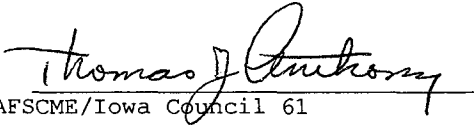
#### 19.4 - Signature Clause

In Witness Whereof, the parties have caused this Agreement to be signed by the respective representative, all on this 18<sup>th</sup> day of July, 2001.

  
\_\_\_\_\_  
Chief Negotiator for the City

  
\_\_\_\_\_  
Mayor  
Representative

  
\_\_\_\_\_  
President of Local 1127

  
\_\_\_\_\_  
AFSCME/Iowa Council 61

## **APPENDIX A**

### **Guttenberg Police Department Equipment Issue:**

1. All Regular Full time employees will receive an initial clothing and equipment issue upon employment with this department.
2. Those items issued will be up to the Police Chief and may or may not deviate from this list depending on the jobs that the officer hired may be asked to perform.
3. If an Officer feels that they need anything that was not issued to them to perform their duties in a safe efficient manor, they should contact the Chief and a decision will be made at that time as to the necessity.
4. Because an item is issued to one officer, does not require or mean that it may be issued or given to all officers. This list is a guide to help the Chief and Officer's decision on the equipment that may be needed for the officer at the time of hire.
5. Items needed for winter duties may not be issued to new officers until fall, and summer items may not be issued until spring depending on date of hire.
6. All items that become lost, stolen, unserviceable, ill fitting, broken or non-functional shall be reported to the Chief or his designee in writing so that it can be replaced and or fixed.
7. All items issued will be maintained, cleaned and made sure that they are in good working order by the officer.
8. All items that are broke or damaged by misuse or neglect of the officer will be replaced at their expense.

### **Clothing: Color and Style to be chosen by the Chief.**

- (3) Pairs of trousers
- (3) Long sleeve shirts
- (3) Short sleeve shirts
- (1) Winter coat
- (1) Lightweight coat
- (1) Rain coat (Issued or made available)
- (1) Pair of gloves (Issued or made available)
- (1) Winter cap
- (2) Neck Ties
- (1) Pair of duty boots
- (1) Pair of dress shoes
- (1) Badge and all insignia that are worn on the uniform per Chief

### **Leather Gear: Color and Style to be chosen by the Chief**

- (1) Leather Duty belt
- (1) Duty Holster for sidearm
- (1) Any and all other leather gear that may be issued by the Chief so that the Officer(s) may perform their duties in an efficient, safe manor.

## **Appendix A (cont.)**

### **Equipment**

- (1) Department issued semi-auto handgun and magazines.
- (2) Pairs of handcuffs
- (1) Set of keys for city equipment and doors
- (1) Ballistic vest with trauma plate
- (1) Portable radio (issued or made available)
- (1) Any and all equipment that the Chief may authorize if the Officer Is certified to carry such equipment to perform their duties in an Efficient safe manor with the public and officers safety in mind.

### **Bicycle Duty**

- (1) Uniform and shoes to be issued by the Chief, Color and style to be Chosen by the Chief
- (1) Safety helmet to be chosen by the Officer with prior approval of The chief
- (1) Any an all clothing and equipment that may be issued or made available To perform duties in a safe efficient manor with approval of the Chief.

## Schedule A \* \*\*

The following hourly wage rate shall be effective July 1, 2001, subject to the noted exceptions listed below.

| <u>Title</u>                               | <u>7/01/01</u> |
|--|----------------|
| Billing Clerk                              | \$ 11.09       |
| Clerk Typist                               | \$ 10.19       |
| Recreation Worker                          | \$ 9.54        |
| Custodian                                  | \$ 8.71        |
| Police Dispatcher                          | \$ 9.60        |
| Electrical Assitant/<br>Public Works       | \$ 12.58       |
| Electrical Superintendent/<br>Public Works | \$ 15.46       |
| Flood Control Operator<br>Public Works     | \$ 11.28       |
| Mechanic Laborer                           | \$ 12.01       |
| Police Officer                             | \$ 12.04       |
| Police Sergeant                            | \$ 13.28       |
| Street Superintendent/<br>Public Works     | \$ 13.23       |
| Street Laborer/Public Works                | \$ 9.57        |
| Water Superintendent/<br>Public Works      | \$ 12.89       |
| Wastewater Superintendent                  | \$ 12.89       |

\* All new hired employees shall start at 90% of the posted wages rate. After 6 months, 12 months, 18 months, and 24 months of continuous service, an employee shall receive 92.5%, 95%, 97.5%, and 100% respectively, of the posted rate.

\*\* Persons having certification as a police officer or electrician may be hired by the employer at 95% of posted wage rate. After 6 months and 12 months of continuous service they shall receive 97.5% and 100% respectively, of the posted rate.

**ADDENDUM TO THE COLLECTIVE  
BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF GUTTENBERG**

**AND**

**AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL—CIO**

**DATED JULY 1, 2001 THROUGH  
JUNE 30, 2002**

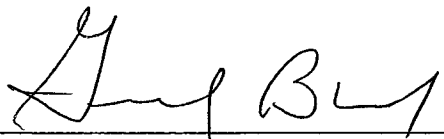
**EXTENDED THROUGH JUNE 30,  
2004**

WHEREAS, The City of Guttenberg and Local 1127, AFSCME representatives are desirous of forgoing negotiations and have mutually decided to amend the current Collective Bargaining Agreement as follows:

SCHEDULE A. Attached is Schedule A, establishing wage rates as contemplated in ARTICLE XVIII. WAGES. A. for the periods of July 1, 2002—June 30, 2003 and July 1, 2003—June 30, 2004. These Schedules reflect wage rate increases from the July 1, 2001—June 30, 2002 Schedule A of \$.45/hour and \$.50/hour respectively.

ARTICLE XIX. 19.3 - Duration of Agreement. This Agreement shall be effective as of July 1, 2001, and shall continue in effect until June 30, 2004. The Union shall notify the City by September 15<sup>th</sup>, 2003, of its intent to reopen the contract for a successor agreement as described in Chapter 20 of the Code of Iowa.

All other articles and sections not mentioned or modified herein and not in conflict with the above are hereby restated and affirmed in their entirety.

  
\_\_\_\_\_  
Mayor Gerald Block

 10/29/01  
\_\_\_\_\_  
President, Local 1127

  
\_\_\_\_\_  
City Clerk, Manager Tom Blake

 10/29/01  
\_\_\_\_\_  
AFSCME Iowa Council 61

## Schedule A \* \*\*

The following hourly wage rate shall be effective July 1, 2001, July 1, 2002 and July 1, 2003 subject to the noted exceptions listed below.

| <u>Title</u>                               | <u>7/01/01</u> | 7/1/02  | 7/1/03  |
|--|----------------|---------|---------|
| Billing Clerk                              | \$11.09        | \$11.54 | \$12.04 |
| Clerk Typist                               | \$10.19        | \$10.64 | \$11.14 |
| Recreation Worker                          | \$ 9.54        | \$ 9.99 | \$10.49 |
| Custodian                                  | \$ 8.71        | \$ 9.16 | \$ 9.66 |
| Police Dispatcher                          | \$ 9.60        | \$10.05 | \$10.55 |
| Electrical Assitant/<br>Public Works       | \$12.58        | \$13.03 | \$13.53 |
| Electrical Superintendent/<br>Public Works | \$15.46        | \$15.91 | \$16.41 |
| Flood Control Operator<br>Public Works     | \$11.28        | \$11.73 | \$12.23 |
| Mechanic Laborer                           | \$12.01        | \$12.46 | \$12.96 |
| Police Officer                             | \$12.04        | \$12.49 | \$12.99 |
| Police Sergeant                            | \$13.28        | \$13.73 | \$14.23 |
| Street Superintendent/<br>Public Works     | \$13.23        | \$13.68 | \$14.18 |
| Street Laborer/Public Works                | \$ 9.57        | \$10.02 | \$10.52 |
| Water Superintendent/<br>Public Works      | \$12.89        | \$13.34 | \$13.84 |
| Wastewater Superintendent                  | \$12.89        | \$13.34 | \$13.84 |

\* All new hired employees shall start at 90% of the posted wages rate. After 6 months, 12 months, 18 months, and 24 months of continuous service, an employee shall receive 92.5%, 95%, 97.5%, and 100% respectively, of the posted rate.

\*\* Persons having certification as a police officer or electrician may be hired by the employer at 95% of posted wage rate. After 6 months and 12 months of continuous service they shall receive 97.5% and 100% respectively, of the posted rate.



RESOLUTION No. 1931-01

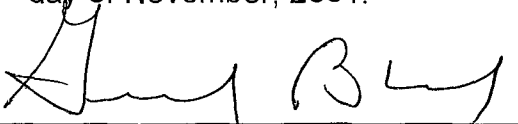
A Resolution Authorizing Execution of  
Addendum to the Collective Bargaining Agreement

WHEREAS, the City of Guttenberg (City) and local 1127, AFSCME representatives are desirous of forgoing negotiations and have mutually decided to amend the current Collective Bargaining Agreement, and


WHEREAS, an agreement has been reached whereby the employees will received a per hour wage increases of \$.45 on July 1, 2002 and \$.50 on July 1, 2003 and the current contract will be extended to June 30, 2004.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor is hereby authorized to execute the Addendum to the Collective Bargaining Agreement Between the City of Guttenberg and American Federation of State, County and Municipal Employees, AFL—CIO.

Passed and approved this 5<sup>th</sup> day of November, 2001.

  
\_\_\_\_\_  
Gerald Block, Mayor

ATTEST:

  
\_\_\_\_\_  
Thomas J. Blake, City Manager

Record of Vote:

|         |                  |
|---------|------------------|
| Ayes:   | 3                |
| Nays:   | 0                |
| Absent: | Walke, Eglseider |

RESOLUTION No. 2055 -03A Resolution Authorizing Execution of  
Addendum to the Collective Bargaining Agreement

WHEREAS, the City of Guttenberg (City) and local 1127, AFSCME representatives are desirous of forgoing negotiations and have mutually decided to amend the current Collective Bargaining Agreement, and

WHEREAS, an agreement has been reached whereby the current contract will be extended to June 30, 2008, and

WHEREAS, an agreement has been reached whereby the employees will receive a per hour wage increases of \$.45 on July 1, 2004, \$.50 on July 1, 2005, \$.45 on July 1, 2006, and \$.50 on July 1, 2007, and

WHEREAS, an agreement has been reached whereby Police Officers and Police Sergeant classification will receive a per hour additional increase of \$.25 for the duration of this Addendum to the Collective Bargaining Agreement, and

WHEREAS, an agreement has been reached whereby Class I and Class II Certification for water and waste water will increase to \$.50 per hour for Grade I and \$1.00 per hour for Grade II as of July 1, 2004, and

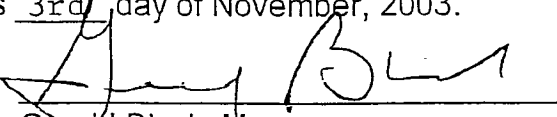
WHEREAS, an agreement has been reached whereby the Journeyman Lineman Program – Four Stage Program will double or be as follows:

- a. After Stage One completion -- \$.50
- b. After Stage Two completion -- \$1.00
- c. After Stage Three completion -- \$1.50
- d. After Stage Four Completion -- \$2.00
- e. Journeyman Certification completed -- \$3.00, and

WHEREAS, an agreement has been reached whereby Martin Luther King, Jr. Birthday, Observed will be added to the Holiday list.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor is hereby authorized to execute the Addendum to the Collective Bargaining Agreement Between the City of Guttenberg and American Federation of State, County and Municipal Employees, AFL—CIO.

Passed and approved this 3rd day of November, 2003.

  
Gerald Block, Mayor

**ADDENDUM TO THE COLLECTIVE  
BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF GUTTENBERG**

**AND**

**AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL – CIO**

**DATED JULY 1, 2001 THROUGH  
JUNE 30, 2002**

**AND ADDENDUM DATED  
JULY 1, 2002 THROUGH  
JUNE 30, 2004**

**EXTENDED THROUGH  
JUNE 30, 2008**

The following hourly wage rate shall be effective July 1, 2004, July 1, 2005  
July 1, 2006, July 1, 2007 subject to the noted exceptions listed below.

| <u>Title</u>                               | <u>.7/1/03</u> | <u>.7/1/04</u> | <u>.7/1.05</u> | <u>.7/1/06</u> | <u>.7/1/07</u> |
|--|----------------|----------------|----------------|----------------|----------------|
|  |                | 0.45           | 0.50           | 0.45           | 0.50           |
|  | PD             | 0.25 PD        | 0.25 PD        | 0.25 PD        | 0.25           |
| Billing Clerk                              | 12.04          | 12.49          | 12.99          | 13.44          | 13.94          |
| Clerk Typist                               | 11.14          | 11.59          | 12.09          | 12.54          | 13.04          |
| Recreation Worker                          | 10.49          | 10.94          | 11.44          | 11.89          | 12.39          |
| Custodian                                  | 9.66           | 10.11          | 10.61          | 11.06          | 11.56          |
| Police Dispatcher                          | 10.55          | 11.00          | 11.50          | 11.95          | 12.45          |
| Electrical Assistant/<br>Public Works      | 13.53          | 13.98          | 14.48          | 14.93          | 15.43          |
| Electrical Superintendent/<br>Public Works | 16.41          | 16.86          | 17.36          | 17.81          | 18.31          |
| Flood Control Operator<br>Public Works     | 12.23          | 12.68          | 13.18          | 13.63          | 14.13          |
| Mechanic Laborer                           | 12.96          | 13.41          | 13.91          | 14.36          | 14.86          |
| Police Officer                             | 12.99          | 13.69          | 14.44          | 15.14          | 15.89          |
| Police Sergeant                            | 14.23          | 14.93          | 15.68          | 16.38          | 17.13          |
| Street Superintendent/<br>Public Works     | 14.18          | 14.63          | 15.13          | 15.58          | 16.08          |
| Street Laborer/<br>Public Works            | 10.52          | 10.97          | 11.47          | 11.92          | 12.42          |
| Water Superintendent/<br>Public Works      | 13.84          | 14.29          | 14.79          | 15.24          | 15.74          |
| Wastewater Superintendent                  | 13.84          | 14.29          | 14.79          | 15.24          | 15.74          |

\* All new hired employees shall start at 90% of the posted wages rate. After 6 months, 18 months, and 24 months of continuous service, an employee shall receive 92.5%, 95%, 97.5%, and 100% respectively, of the posted rate.

\*\* Persons having certification as a police officer or electrician may be hired at the employer 95% of the posted rate. After 6 months and 12 months of continuous service, they shall receive 97.5% and 100% respectively, of the posted rate.

## RESOLUTION No. 1931-01

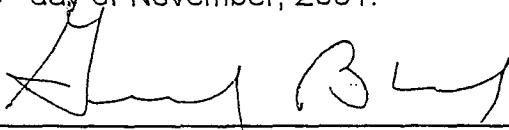
A Resolution Authorizing Execution of  
Addendum to the Collective Bargaining Agreement

WHEREAS, the City of Guttenberg (City) and local 1127, AFSCME representatives are desirous of forgoing negotiations and have mutually decided to amend the current Collective Bargaining Agreement, and

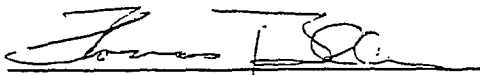
WHEREAS, an agreement has been reached whereby the employees will received a per hour wage increases of \$.45 on July 1, 2002 and \$.50 on July 1, 2003 and the current contract will be extended to June 30, 2004.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor is hereby authorized to execute the Addendum to the Collective Bargaining Agreement Between the City of Guttenberg and American Federation of State, County and Municipal Employees, AFL—CIO.

Passed and approved this 5<sup>th</sup> day of November, 2001.

  
\_\_\_\_\_  
Gerald Block, Mayor

ATTEST:

  
\_\_\_\_\_  
Thomas J. Blake, City Manager

## Record of Vote:

|         |                 |
|---------|-----------------|
| Ayes:   | 3               |
| Nays:   | 0               |
| Absent: | Walke, Eglseder |

**ADDENDUM TO THE COLLECTIVE  
BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF GUTTENBERG**

**AND**

**AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL—CIO**

**DATED JULY 1, 2001 THROUGH  
JUNE 30, 2002**

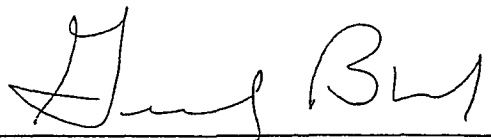
**EXTENDED THROUGH JUNE 30,  
2004**

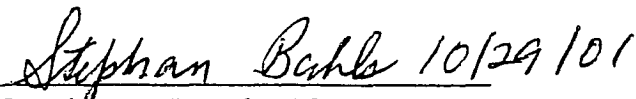
WHEREAS, The City of Guttenberg and Local 1127, AFSCME representatives are desirous of forgoing negotiations and have mutually decided to amend the current Collective Bargaining Agreement as follows:

SCHEDULE A. Attached is Schedule A, establishing wage rates as contemplated in ARTICLE XVIII. WAGES. A. for the periods of July 1, 2002—June 30, 2003 and July 1, 2003—June 30, 2004. These Schedules reflect wage rate increases from the July 1, 2001—June 30, 2002 Schedule A of \$.45/hour and \$.50/hour respectively.

ARTICLE XIX. 19.3 - Duration of Agreement. This Agreement shall be effective as of July 1, 2001, and shall continue in effect until June 30, 2004. The Union shall notify the City by September 15<sup>th</sup>, 2003, of its intent to reopen the contract for a successor agreement as described in Chapter 20 of the Code of Iowa.

All other articles and sections not mentioned or modified herein and not in conflict with the above are hereby restated and affirmed in their entirety.

  
\_\_\_\_\_  
Mayor Gerald Block

  
\_\_\_\_\_  
President, Local 1127

  
\_\_\_\_\_  
City Clerk, Manager Tom Blake

  
\_\_\_\_\_  
AFSCME/Iowa Council 61

## Schedule A \* \*\*

The following hourly wage rate shall be effective July 1, 2001, July 1, 2002 and July 1, 2003 subject to the noted exceptions listed below.

| <u>Title</u>                               | <u>7/01/01</u> | 7/1/02  | 7/1/03  |
|--|----------------|---------|---------|
| Billing Clerk                              | \$11.09        | \$11.54 | \$12.04 |
| Clark Typist                               | \$10.19        | \$10.64 | \$11.14 |
| Recreation Worker                          | \$ 9.54        | \$ 9.99 | \$10.49 |
| Custodian                                  | \$ 8.71        | \$ 9.16 | \$ 9.66 |
| Police Dispatcher                          | \$ 9.60        | \$10.05 | \$10.55 |
| Electrical Assitant/<br>Public Works       | \$12.58        | \$13.03 | \$13.53 |
| Electrical Superintendent/<br>Public Works | \$15.46        | \$15.91 | \$16.41 |
| Flood Control Operator<br>Public Works     | \$11.28        | \$11.73 | \$12.23 |
| Mechanic Laborer                           | \$12.01        | \$12.46 | \$12.96 |
| Police Officer                             | \$12.04        | \$12.49 | \$12.99 |
| Police Sergeant                            | \$13.28        | \$13.73 | \$14.23 |
| Street Superintendent/<br>Public Works     | \$13.23        | \$13.68 | \$14.18 |
| Street Laborer/Public Works                | \$ 9.57        | \$10.02 | \$10.52 |
| Water Superintendent/<br>Public Works      | \$12.89        | \$13.34 | \$13.84 |
| Wastewater Superintendent                  | \$12.89        | \$13.34 | \$13.84 |

\* All new hired employees shall start at 90% of the posted wages rate. After 6 months, 11 months, 16 months, and 24 months of continuous service, an employee shall receive 92.5%, 95%, 97.5%, and 100% respectively, of the posted rate.

\*\* Persons having certification as a police officer or electrician may be hired by the employer at 95% of posted wage rate. After 6 months and 12 months of continuous service they shall receive 97.5% and 100% respectively, of the posted rate.



## Schedule A \* \*\*

The following hourly wage rate shall be effective July 1, 2001, July 1, 2002 and July 1, 2003 subject to the noted exceptions listed below.

| <u>Title</u>                               | <u>7/01/01</u> | 7/1/02  | 7/1/03  |
|--|----------------|---------|---------|
| Billing Clerk                              | \$11.09        | \$11.54 | \$12.04 |
| Clark Typist                               | \$10.19        | \$10.64 | \$11.14 |
| Recreation Worker                          | \$ 9.54        | \$ 9.99 | \$10.49 |
| Custodian                                  | \$ 8.71        | \$ 9.16 | \$ 9.66 |
| Police Dispatcher                          | \$ 9.60        | \$10.05 | \$10.55 |
| Electrical Assitant/<br>Public Works       | \$12.58        | \$13.03 | \$13.53 |
| Electrical Superintendent/<br>Public Works | \$15.46        | \$15.91 | \$16.41 |
| Flood Control Operator<br>Public Works     | \$11.28        | \$11.73 | \$12.23 |
| Mechanic Laborer                           | \$12.01        | \$12.46 | \$12.96 |
| Police Officer                             | \$12.04        | \$12.49 | \$12.99 |
| Police Sergeant                            | \$13.28        | \$13.73 | \$14.23 |
| Street Superintendent/<br>Public Works     | \$13.23        | \$13.68 | \$14.18 |
| Street Laborer/Public Works                | \$ 9.57        | \$10.02 | \$10.52 |
| Water Superintendent/<br>Public Works      | \$12.89        | \$13.34 | \$13.84 |
| Wastewater Superintendent                  | \$12.89        | \$13.34 | \$13.84 |

\* All new hired employees shall start at 80% of the posted wages rate. After 6 months, 11 months, 11 months, and 14 months of continuous service, an employee shall receive 92.5%, 95%, 97.5%, and 100% respectively, of the posted rate.

\*\* Persons having certification as a police officer or electrician may be hired by the employer at 95% of posted wage rate. After 6 months and 12 months of continuous service they shall receive 97.5% and 100% respectively, of the posted rate.